

ITEL

RECORDATION NO. 8904-5 Filed 1425

April 29, 1986

MAY 8 1986 - 1 35 PM Itel Rail Corporation

INTERSTATE COMMERCE COMMISSION
55 Francisco Street
San Francisco, California 94133
(415) 984-4000

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, DC 20423

\$10.00 filing fee

**Re: Amendment No. 8 to the June 17, 1977 Lease Between SSI Rail Corporation and
THE CITY OF NEW ORLEANS, d.b.a. New Orleans Public Belt Railroad**

Dear Mr. Bayne:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record this Amendment under the Lease Agreement dated June 17, 1977 between SSI Rail Corporation and THE CITY OF NEW ORLEANS, d.b.a. New Orleans Public Belt Railroad, which was filed with the ICC on July 26, 1977 and given Recordation No. 8904.

The names and addresses of the parties to the aforementioned Amendment are listed below:

Itel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

No. **6-128A018**
MAY 8 1986

New Orleans Public Belt Railroad (Lessee)
for The City of New Orleans
International Trade Mart Tower Building
2 Canal Street, Suite 1247
New Orleans, Louisiana 70151

Date

Fee \$ **10.00**

ICC Washington, D. C.

This Amendment adds a provision to the Lease whereby Lessor is to reimburse Lessee for expenses incurred in moving cars to and from Missouri Pacific Railroad Company and Southern Pacific Transportation Company with respect to all cars covered by the Lease, and removes terminated equipment bearing reporting marks NOPB 3242, 3280, 3481, 3602, and twenty (20) other cars yet to be determined by Itel Rail.

Once filed, please return to the bearer the stamped counterparts not required for filing purposes together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

Josie Villalobos
Legal Assistant

JV:ps
Enclosures

cc: Robert S. Clark
J. Michael Kelly
Ginny Hanger

*Thank this
will be
8904-5*

CC sent to Robert S. Clark

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

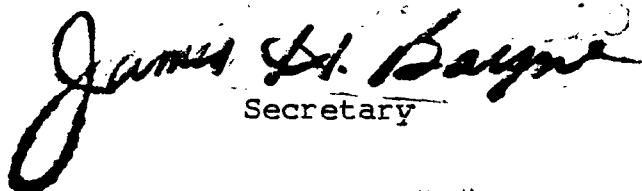
5/8/86

Josie Villaflores
Itel Rail Corporation
55 Francisco Street
San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/8/86 at 1:35pm and assigned re-recording number(s). 8904-S

Sincerely yours,


Secretary

Enclosure(s)

SE-30
(7/79)

ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF April 28, 1986

03/25/86

LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED NOPB 3100-4099 (N.S.)
AMENDMENT NO. 8

REGISTRATION NO. 89048 FILED 1425

MAY 8 1986 -1 35 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 8 (the "Amendment") to that certain Lease Agreement, as amended, (the "Agreement") made as of June 17, 1977, between SSI Rail Corp. and THE CITY OF NEW ORLEANS, appearing therein through the Public Belt Railroad Commission for the City of New Orleans, doing business as New Orleans Public Belt Railroad ("Lessee") is made as of this 28th day of April, 1986 between ITEL RAIL CORPORATION, successor in interest to SSI Rail Corp. ("Lessor") and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which nine hundred twelve (912) boxcars ("Cars") have been leased by Lessor to Lessee.
- B. The Cars bearing the reporting marks NOPB 3242; NOPB 3280; NOPB 3481, NOPB 3602 and NOPB 3732 were destroyed on January 8, 1985; February 22, 1985; February 19, 1985; February 2, 1985 and January 8, 1985, respectively.
- C. Three (3) Cars have been terminated from the Agreement by a letter dated January 24, 1985 and forty-four (44) Cars have been terminated from the Agreement by a letter dated October 7, 1985.
- D. Sixteen (16) Cars, which are scheduled for termination upon remark by a letter dated January 7, 1986, and one (1) Car which is scheduled for termination upon remark by a letter dated February 10, 1986, have not yet been remarked to the markings of another lessee.
- E. Lessor agrees to pay to Lessee a fee as specified in this Amendment for the movement of Cars to and from Missouri Pacific Railroad Company and Southern Pacific Transportation Company.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Agreement.
- 2. Equipment Schedules No. 2, No. 3, No. 5 and No. 6.C, attached to and incorporated into the Agreement, are hereby respectively replaced by Equipment Schedules No. 2.A., No. 3.A., No. 5.A., and No. 6.D., attached hereto.

3. A new Section 14 shall be added to the Agreement as follows:

"14. Effective February 1, 1986, in order to reimburse Lessee for expenses related to the movement of Cars to and from Missouri Pacific Railroad Company ("MP") and Southern Pacific Transportation Company ("SP"):

A.

B. Lessee shall submit to Lessor, within thirty (30) days after the end of each month in which such activity occurred ("Activity Month"), a summary ("Movement Summary") which lists the reporting mark and number of each empty Car interchanged to or from SP and MP pursuant to this Section and the date and hour such Car was interchanged to MP or SP by Lessee or to Lessee by MP or SP."

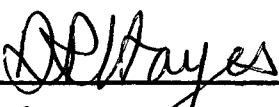
C. The Movement Fee shall in no case be increased for a period of three (3) years.

4. Exhibit A to the letter dated July 22, 1982 is hereby replaced by Amended Exhibit A attached hereto.

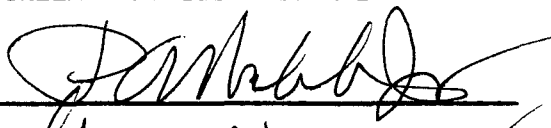
5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement.

6. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute ~~one~~ and the same instrument.

ITEL RAIL CORPORATION

By: 
Title: President
Date: 4/28/86

NEW ORLEANS PUBLIC BELT RAILROAD

By: 
Title: General Manager
Date: 4/8/86

**AMENDED
EXHIBIT A**

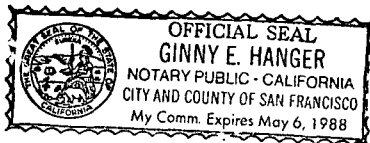
NOPB 4305-07
NOPB 4310
NOPB 4323
NOPB 4328-29
NOPB 4332
NOPB 4341
NOPB 4345
NOPB 4348
NOPB 4355
NOPB 4362
NOPB 4379-86
NOPB 4390-96
NOPB 4398-99

NOPB 4400
NOPB 4402-06
NOPB 4409
NOPB 4411-30
NOPB 4432-35
NOPB 4437
NOPB 4439
NOPB 4441
NOPB 4443-44
NOPB 4446-48
NOPB 4452-56
NOPB 4458-64
NOPB 4466-67

NOPB 4469
NOPB 4472-73
NOPB 4475-77
NOPB 4479
NOPB 4482-84
NOPB 4487
NOPB 4489
NOPB 4491-95

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 28th day of April, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 8 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF La.)
Parish) ss:
COUNTY OF Orleans)

On this 8th day of April, 1986, before me personally appeared D. D. Weber, Jr., to me personally known, who being by me duly sworn says that such person is General Manager of New Orleans Public Belt Railroad, that the foregoing Amendment No. 8 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Raymond J. Salassi, Jr.
Notary Public

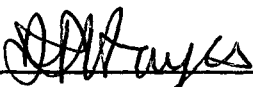
RAYMOND J. SALASSI, JR.
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
MY COMMISSION IS FOR LIFE.

EQUIPMENT SCHEDULE NO. 2.A.

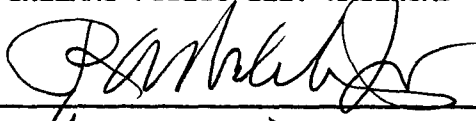
Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977, as amended.

| A.A.R. Mech. Desig. | Description | Numbers | Length | Dimensions | | Doors Width | No. of Cars |
|---------------------------|---|--|--------|-----------------|--------|----------------|-------------------|
| | | | | Inside Width | Height | | |
| XM | 50' Plate B Boxcars, nailable steel floor, cushion underframe | NOPB 3100,3103- 3127,3129- 3141,3143-3149, 3151,3154- 3155,3157, 3159-3161, 3163-3167, 3169-3181, 3183-3186, 3188-3190, 3193-3195, 3197-3198, | 50' 6" | 9' 6" | 10' 8" | 10' Sliding | 83 |

ITEL RAIL CORPORATION

By: 
Title: President
Date: 4/29/86

NEW ORLEANS PUBLIC BELT RAILROAD

By: 
Title: General Manager
Date: 4/8/86

EQUIPMENT SCHEDULE NO. 3.A.

Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977, as amended.

| A.A.R. Mech. Desig. | Description | Numbers | Length | Dimensions | | Doors Width | No. of Cars |
|---------------------------|--|---|--------|-----------------|--------|----------------|-------------------|
| | | | | Inside Width | Height | | |
| XM | 50' Plate B Boxcar, nailable steel floor, cushion underframe | NOPB 3200-3101, 3203-3204, 3206-3209, 3211-3214, 3216-3217, 3219-3220, 3222-3223, 3225-3228, 3230, 3235- 3236, 3239-3241 3243, 3245, 3247, 3249, 3252-3258, 3260, 3262- 3272, 3274-3279, 3281, 3283- 3285, 3287, 3291-3293, 3295-3299 | 50' 6" | 9' 6" | 10' 8" | 10' Sliding | 70 |

ITEL RAIL CORPORATION

By: *W. Hayes*
Title: President
Date: 4/28/86

NEW ORLEANS PUBLIC BELT RAILROAD

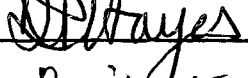
By: *[Signature]*
Title: General Manager
Date: 4/8/86

EQUIPMENT SCHEDULE NO. 5.A.

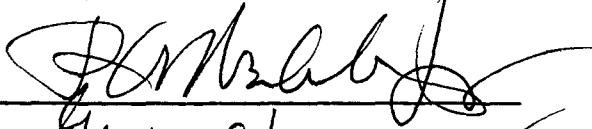
Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977, as amended.

| A.A.R. Mech. Desig. | Description | Numbers | Length | Dimensions Inside Width | | Height | Doors Width | No. of Cars |
|---------------------------|---|--|--------|-------------------------------|--|--------|----------------|-------------------|
| XM | 50' Plate B Boxcar nailable steel floor, cushion underframe | NOPB 3400-3453, 3455-3475, 3477-3480, 3482-3499 | 50' 6" | 9' 6" | | 10' 8" | 10' Sliding | 97 |

ITEL RAIL CORPORATION

By: 
Title: President
Date: 4/29/86

NEW ORLEANS PUBLIC BELT RAILROAD

By: 
Title: General Manager
Date: 4/8/86

EQUIPMENT SCHEDULE NO. 6.D.

Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977, as amended.

| A.A.R. Mech. Desig. | Description | Numbers | Length | Dimensions | | Doors Width | No. of Cars |
|---------------------------|--|---|--------|-----------------|--------|----------------|-------------------|
| | | | | Inside Width | Height | | |
| XM | 50' Plate C Boxcar nailable steel floor, ten foot door | NOPB 3550;3552- 3556,3558- 3572,3575- 3586,3589, 3591,3593- 3596,3598- 3601,3604- 3606,3608, 3611-3615, 3617-3622, 3627-3630, 3632-3633, 3635-3636, 3638-3643, 3646,3648- 3649,3651- 3655,3657- 3664,3666, 3668-3672, 3675-3681, 3684-3686, 3688-3689, 3691-3693, 3695,3697- 3698,3700, 3703,3706- 3708,3710, 3712-3723, 3725-3726, 3728-3730, 3734-3739, 3741-3748, 3750-3755, 3757-3764, 3766-3770, 3772-3777, | 50' 6" | 9' 6" | 11' 2" | 10' | 411 |

ITEL RAIL CORPORATION

By: DP Wayer

Title: President

Date: 4/28/86

NEW ORLEANS PUBLIC BELT RAILROAD

By: DP Thibault Jr

Title: General Manager

Date: 4/8/86

EQUIPMENT SCHEDULE NO. 6.D.
(continued)

Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977, as amended.

| A.A.R. Mech. Desig. | Description | Numbers | Length | Dimensions | | Doors Width | No. of Cars |
|---------------------------|--|--|--------|-----------------|--------|----------------|-------------------|
| | | | | Inside Width | Height | | |
| XM | 50' Plate C Boxcar nailable steel floor, ten foot door | NOPB 3779-3781, 3783-3789, 3791-3792, 3794-3799, 3803, 3805-3810, 3812-3814, 3816-3817, 3819-3822, 3824-3826, 3828-3829, 3831-3832, 3835-3839, 3841-3844, 3846-3851, 3853, 3855-3858, 3860-3868, 3870-3871, 3873, 3877-3878, 3880-3882, 3884-3885, 3887-3888, 3890, 3892-3893, 3895, 3896, 3898, 3900, 3901, | 50' 6" | 9' 6" | 11' 2" | 10' | 411 |

ITEL RAIL CORPORATION

By: *DD Hayes*

Title: President

Date: 4/20/86

NEW ORLEANS PUBLIC BELT RAILROAD

By: *DAW Malt*

Title: General Manager


Date: 4/8/86

EQUIPMENT SCHEDULE NO. 6.D.
(continued)

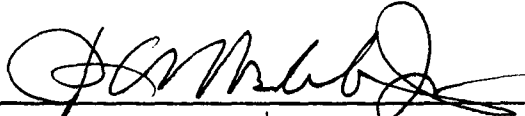
Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977, as amended.

| A.A.R. Mech. Desig. | Description | Numbers | Length | Dimensions | | Doors Width | No. of Cars |
|---------------------------|---|---|--------|-----------------|--------|----------------|-------------------|
| | | | | Inside Width | Height | | |
| XM | 50' Plate C Boxcar, nailable steel floor, ten foot door | NOPB 3904-3908, 3910-3912, 3914-3918, 3920,3922, 3925-3934, 3936,3938, 3940-3943, 3945-3954, 3956,3958, 3961-3976, 3979-3980, 3982-3991, 3993, 3995-3997, 4000-4004, 4007, 4010-4011, 4013-4017, 4020,4022, 4024-4027, 4029-4031, 4033-4036, 4038, 4042-4047, 4050-4051, 4053, 4055-4059, 4061-4063, 4065-4066, 4068-4069, 4071-4073, | 50' 6" | 9' 6" | 11' 2" | 10' | |

ITEL RAIL CORPORATION

By: 
Title: President
Date: 4/28/86

NEW ORLEANS PUBLIC BELT RAILROAD

By: 
Title: General Manager
Date: 4/8/86

EQUIPMENT SCHEDULE NO. 6.D.
(continued)

Itel Rail Corporation hereby leases the following Cars to New Orleans Public Belt Railroad subject to the terms and conditions of that certain Lease Agreement dated as of June 17, 1977, as amended.

| A.A.R. Mech. Desig. | Description | Numbers | Length | Dimensions | | Doors Width | No. of Cars |
|---------------------------|---|--|--------|-----------------|--------|----------------|-------------------|
| | | | | Inside Width | Height | | |
| XM | 50' Plate C Boxcar, nailable steel floor, ten foot door | NOPB 4075-4076, 4078-4079, 4081-4088, 4090-4094, 4096-4099 | 50' 6" | 9' 6" | 11' 2" | 10' | |

ITEL RAIL CORPORATION

By: 

Title: President

Date: 4/29/86

NEW ORLEANS PUBLIC BELT RAILROAD

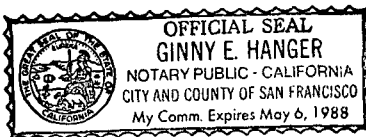
By: 

Title: General Manager

Date: 4/8/86

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 28th day of April, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedules No. 2.A., No. 3.A., No. 5.A. and No. 6.D. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF La.)
Parish) ss:
COUNTY OF Orleans)

On this 8th day of April, 1986, before me personally appeared P. D. Webb, Jr., to me personally known, who being by me duly sworn says that such person is General Manager of New Orleans Public Belt Railroad, that the foregoing Equipment Schedules No. 2.A., No. 3.A., No. 5.A., and No. 6.D. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Raymond J. Salassi, Jr.
Notary Public

RAYMOND J. SALASSI, JR.
NOTARY PUBLIC
Parish of Orleans, LA
MY COMM. EXPIRES